

**TOWNSHIP OF SOUTH BRUNSWICK,
MIDDLESEX COUNTY, NEW JERSEY**

SPECIFICATIONS AND PROPOSAL

FOR

TREE PRUNING AND/OR REMOVAL SERVICES

CONTRACT

BID NO. 21-13

BIDS TO BE RECEIVED ON OR BEFORE 2:00 P.M.

THURSDAY, OCTOBER 21, 2021

AT

SOUTH BRUNSWICK TOWNSHIP MUNICIPAL BUILDING

MONMOUTH JUNCTION, NEW JERSEY 08852

**JOHN M BOLCATO
PURCHASING AGENT**

NOTICE TO BIDDERS

The Township of South Brunswick invites sealed bids for:

21-13R	Tree Pruning and/or Removal Services
21-17R	Construction Materials Sewer System
21-20	Officiating and Assigning Services

Bids will be opened and read by the Purchasing Agent at the Municipal Building, 540 Ridge Road, Monmouth Junction, New Jersey on **Thursday, October 21, 2021**, at 2:00 PM prevailing time. Any potential bidders coming into the building are required to wear a face covering. All bids must be addressed and delivered to the Purchasing Agent on or by the designated hour.

Specifications may be obtained from the Township's Finance Office by calling 732-329-4000 ext. 7322, emailing jbolcato@sbtnj.net or visiting www.southbrunswicknj.gov.

Bids shall be enclosed in a sealed envelope addressed to the Purchasing Agent, Township of South Brunswick, Municipal Building, P.O. Box 190, Monmouth Junction, New Jersey 08852. The contract number and name must be printed on the face of the envelope.

Bids shall be made upon the Standard Proposal Form. Any bid guarantee required will be so specified in the bid documents for that item.

Attention is called to the Federal requirements regarding employment non-discrimination and safety and wage rates.

Bidders are required to comply with the requirements of **N.J.S.A. 10:5-31 et seq.** and **N.J.A.C. 17:27**

John M Bolcato
Purchasing Agent

To be Advertised: Friday, October 8, 2021
Home News & Tribune

SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS **FOR PROCUREMENT AND SERVICE CONTRACT**

General Provisions

1. Sealed proposals will be received by the Office of the Purchasing Agent at the Municipal Building, 540 Ridge Road; Monmouth Junction, in the County of Middlesex and the State of New Jersey on **Thursday, October 21, 2021**. Bidders shall be responsible to carefully examine the specifications enclosed herein as well as the conditions under which the **“Tree Pruning and/or Removal Services”** will be purchased. Failure to offer a complete bid, or meet all sections of this invitation, may be deemed just cause for rejection of a bid as not meeting specifications.
2. All bids must be submitted on the attached bidding form furnished by the Township and must be placed in a sealed envelope, plainly marked on the outside, **“Tree Pruning and/or Removal Services”**. If mailed to the Township, the bid shall be addressed to the Purchasing Agent, Township of South Brunswick, Municipal Building, P.O. Box 190, Monmouth Junction, New Jersey 08852 and shall be plainly marked, **“Tree Pruning and/or Removal Services”**. All bids shall be received prior to or at the time of bid opening, 2:00 p.m. local time. The Township will not assume any responsibility for bids forwarded by mail. It is the bidder's responsibility to see that bids are presented to the Township Official on the hour and at the place designated. Only original documents with original seals and signatures will be accepted. Facsimile transmitted documents will be rejected.
3. Bidders or their authorized agents are invited to be present when the bids are opened and read publicly at the time specified. No bid may be withdrawn after the specified opening time and date without loss of bid surety, and all bids become the property of South Brunswick Township and will not be returned to the bidders.
4. Bidders are to submit the non-collusion affidavit with the bid proposal form.
5. Bids will be received and awarded in accordance with Chapter 198 of the Public Laws of 1971, commonly referred to as the Local Public Contract Laws. **(N.J.S.A. 40A:11-1, et. seq.)**
6. The Township reserves the right to reject any or all bids if the Township deems such action to be in the best interest of the Township.
7. A certification of Contractor Non-Conflict of Interest, shall be completed and attached to the bid proposal.
8. **A bid bond is not required.**
9. The Township Council reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of the Township to do so. Without limiting the generality of the foregoing, any proposal which is incomplete, obscure, or irregular may be rejected; any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected; any proposal accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.

The Township Council will award the bid at a public meeting within sixty (60) days after the opening date. The successful bidder will be the one whose product is judged to best serve the interests of the Township when price, product and service are all considered. Bids will be awarded in accordance with Paragraphs 5, 16, 34, and 35.

The Township further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award on the total bid to the bidder whose total sum is the low bid meeting specifications, whichever in the awarding authority's opinion is in the best interest of the Township.

10. The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or any part thereof to anyone without the written consent of the Township of South Brunswick.

11. It is understood by all parties that if, during the life of the contract, the contractor disposes of his business concern by acquisition, merger, sale and/or transfer or by any means conveys his interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit a performance bond in the amount of the open balance of the contract.

12. No oral interpretations shall be made to any bidder as to the meaning of any of the contract documents or be effective to modify any of the provisions of the contract documents. Each and every request for an interpretation shall be made in writing and addressed and forwarded to the Purchasing Officer who may send a written instruction to all bidders.

13. The Township reserves the right to postpone the date for presentation and opening of proposals and will give written notice of any such postponement to each prospective bidder as prescribed by law.

14. Bidders shall insert prices for furnishing all of the material described. Prices shall be net including all transportation charges fully prepaid by the contractor F.O.B. destination. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendors convenience when a single shipment is ordered.

15. Delivery date of the system must be specified on the Bid Proposal Form.

16. All items must conform to the stated description and specifications. Where a special trade name or catalog name and number is specified, bidders may quote on equivalent items, but they must specify the make, identification number, and size of the same, and submit samples thereof to the Township upon request. Failure to show such additional information shall preclude the bidder from furnishing items other than those meeting the standard specifications. In the attached list of specifications, the use of a name of a manufacturer, or any specific brand or make in describing the items does not restrict bidders to that manufacturer or specific article desired; but the goods and materials on which bids are submitted must be of equal quality to those referred to and bidders must affirmatively certify to that fact, and specify that brand or make of article offered. The Township shall determine the equivalence of substitute articles and accept or reject same.

17. The make, identification number and size of articles shall be stated by the bidder when not contained in the list description and specifications.

18. Only manufactured and farm products of the United States, wherever available, shall be used on this contract in accordance with New Jersey Statutes Annotated 40A:11-18.

19. All the plans and specifications in the bid package for **Bid No. 21-13R**, together with any addendum issued thereafter, shall become part of the contract awarded to the successful bidder.

20. Each bidder must submit with the bid a letter of Federal approval or Certificate of Employee Information Report approval, or Form AA-302 must be completed upon the award of the bid.

21. The attached proposal sheet(s) constitutes an approximate quantity for each item for bidders information only, and no warranty is given or implied as to the item or total quantity that will be purchased. The Township reserves the right to increase quantities by 20% at the unit price bid.

22. Bids must be signed in ink by the bidder; all quotations shall be made with a typewriter or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices are to be inserted in spaces provided.

With the exception of power of attorney forms attached to bid bonds and consent of surety forms, only original documents with original seals and signatures will be accepted. Facsimile transmitted documents will be rejected.

23. Failure to sign the bid proposal or give all information requested may result in the bid being rejected.

24. Delivery shall be made in the stated qualities and to the designation as stated on Purchase Orders.

25. Payment will be made after a properly executed Township voucher has been received and formally approved on the voucher list by the Township Council at a subsequent regular meeting. The voucher will be certified correct by the department head who receives the goods or services.

26. No charge will be allowed for cases, boxes, carboys, bottles, etc., nor for freight expenses, expressage or cartage. No empty packages, cases, boxes, carboys, bottles, etc., will be returned to the bidder or contractor and none will be paid for by the Township.

No help for unloading of deliveries can be provided by the Township Council. Suppliers shall notify their truckers accordingly.

The Township is exempt from any sale, excise or Federal transportation taxes and the provisions of the Federal Robinson Patman Act.

27. Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, county, municipal or school district contract for the performance of any work or the furnishing of any materials of supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a disclosure statement. The disclosure statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein.

THE ATTACHED DISCLOSURE STATEMENT SHALL BE COMPLETED AND ATTACHED TO THE BID PROPOSAL.

28. The effective period for the contract will be one year unless noted otherwise in the specifications. Continuation of the terms of this contract beyond December 31st is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Township of South Brunswick reserves the right to cancel this contract.

29. All applicable State and Federal regulations are to be met by the successful bidder, including prevailing and minimum wage regulations. It is expected that all hourly rates used to calculate the bid will be prevailing wage rates.

30. A performance Bond is not required.

31. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE as per N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection- al or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up- grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprentice- ship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

32. Insurance Requirements.

A. General Instructions. (1) The successful bidder shall not commence work under the Contract until he has obtained all insurance required under this section and such insurance has been approved by the Township, nor shall he allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor is obtained and approved by the Township. Any special insurance required by the Contract itself shall also be obtained by the successful bidder and his subcontractors and approved by the Township before any work is commenced.

(2) Certificates evidencing each insurance coverage shall be submitted by the successful bidder and his subcontractors to the Purchasing Agent and the Township Engineer within twenty-one (21) days after execution of the Contract. All such certificates shall be issued by an insurer acceptable to the Township of South Brunswick, authorized to transact business in the State of New Jersey, and have an A.M. Best & Co. rating of not less than A:VII, naming thereon the Township of South Brunswick as an additional insured. The certificates shall specifically state that the insurance company or companies issuing such insurance policies shall give the Township at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. If coverage on any certificates is shown to expire prior to completion of all terms of the Contract, a new certificate shall be furnished to the Township evidencing renewal of the coverage. All certificates of insurance shall clearly show the contract number.

(3) A performance bond shall be submitted for any self-insured coverage guaranteeing payment of losses and related investigations, claims administration and defense expenses.

B. Workers' Statutory Compensation Insurance and Employer's Liability Insurance. The successful bidder and his subcontractors shall take out and maintain for the life of the Contract the applicable statutory Workers' Compensation Insurance covering all employees. The successful bidder and his subcontractors shall also take out and maintain for the life of the Contract Employer's Liability Insurance with a minimum limit of \$500,000 for each accident and shall further include a waiver of subrogation and other employee liability insurance that may be required by the United States of America and the State of New Jersey.

C. Public Liability Insurance. The successful bidder shall take out and maintain for the life of the Contract such Public Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from operations under the Contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Public Liability Insurance are:

General Liability: \$1,000,000 per occurrence combined
single limit for bodily injury and
property damage.

Property Damage: \$1,000,000 per occurrence.

The Public Liability Insurance required herein shall include the following extended coverages:

- (1) The coverage shall be provided under a Commercial General Liability form of policy or similar thereto.
- (2) The property damage coverage shall include a Broad Form Property Damage Endorsement.
- (3) Contractual Liability coverage shall be included.
- (4) Protection Liability coverage shall be included to protect the successful bidder against claims arising out of operations performed by his subcontractors.

- (5) Products Liability and/or Completed Operations coverage shall be included.

Each subcontractor shall take out and maintain the same coverages, with the same extensions, as are required of the successful bidder.

D. Automobile Liability Insurance. The successful bidder and his subcontractors shall take out and maintain for the life of the Contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operation of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of the Contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury:	\$500,000 per occurrence.
Property Damage:	\$500,000 per occurrence.

E. Responsibility of the Contractor. The successful bidder and his subcontractors shall assume all responsibility for and save the Township harmless from any loss or damage to all materials, equipment and machinery involved under the Contract.

F. Builder's Risk Insurance. Where appropriate, the Township may purchase Builder's Risk Insurance and maintain same for the life of the Contract. Such Builder's Risk Insurance shall cover the structures of the partially completed project under construction and be in an amount equal to the Bid Price of the Contract. The insurance shall, at a minimum, insure against the perils of fire, vandalism, malicious mischief and collapse.

33. Worker and Community Right to Know. The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name to the Township to assure that every container bears a proper label at a Township facility. This complies with P.L. 1983, Chapter 315, Worker and Community Right to Know Act", subsection b. section 14. Further, all applicable Material Safety Data Sheets (MSDA), a/k/a hazardous substance fact sheet, must be furnished to the Township of South Brunswick.

34. When two or more bids are equal in all respects, and offer equal prices and are the lowest responsible bids or proposals the township may award the contract to the bidder whose response, in the discretion of the township, is the most advantageous, price and other factors considered.

35. Where applicable, if there is a discrepancy between the prices written in words and written in figures, the prices written in words shall govern. Where applicable, if there is a discrepancy whereby the unit price written in words or figures is less than the unit price shown in parentheses, i.e. (Note: not less than \$1.00 per unit), the unit price shown in parentheses shall govern. Where applicable, if there is a discrepancy in the Extended Total of any item, the correct total shall be determined by multiplying the estimated quantity by the unit price written in words and the resulting total shall govern. The correct Extended Total for each item shall then be added to obtain the "Bid Total" or "Total Base Bid" whichever is applicable.

36. AMERICANS WITH DISABILITIES, Equal Opportunity for Individuals with Disability requirements.

The CONTRACTOR and the TOWNSHIP do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the TOWNSHIP, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the TOWNSHIP grievance procedure, the CONTRACTOR agrees to abide by any decision of the TOWNSHIP which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP or if the TOWNSHIP incurs any expense to cure a violation of the ADA which has been brought pursuant of its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The TOWNSHIP shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the TOWNSHIP or any of its agents, servants, and employees, the TOWNSHIP shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

It is expressly agreed and understood that any approval by the TOWNSHIP of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the TOWNSHIP pursuant to this paragraph.

It is further agreed and understood that the TOWNSHIP assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the TOWNSHIP from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

37. New Jersey Business Registration Requirements

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;

2) prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;

3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 *et seq.*) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

All bidders must have a valid registration at time of award of contract.

Signature _____ **Date** _____

Printed Name & Title _____

South Brunswick Township Technical Specifications for Tree Pruning and/or Removal Services

The purpose of this bid is to receive proposals from qualified bidders for the pruning and/or removal of trees that are deemed a hazard to the public.

A. Scope of Services

Pruning and Tree Removal

The Township occasionally requires the services of a qualified outside contractor to prune and/or remove a wide variety of sizes, types and species of trees in various locations and states of health that are deemed by the Township to pose a hazard to the public. The identification, location and quantity of such trees, if any, will be determined at the sole discretion of the Township on an as-needed basis.

Bidders are required to provide an **hourly rate** for all supervision, labor, tools, equipment, materials and services necessary to perform pruning, tree and stump removal as well as restoration of the sites for each, as specified herein.

B. Qualification of Bidders

1. Bidding on this contract shall be limited to those individuals, partnerships, companies or corporations experienced and actively engaged in the field of arboriculture.
2. Bidders must hold the following current valid licenses and/or certifications, with proper documentation evidencing proof of same submitted with the bid:
 - a. Current N.J. Certified Tree Expert (or L.T.E) license.
 - b. "Electrical Line Certified"- documentation of up-to-date verifications of training for all staff utilized in this contract.
 - c. For any equipment proposed for use, the operator thereof must be certified in its operation.
3. Bidders should be registered with the N.J. Board of Tree Experts pursuant to the requirements of N.J.S.A. 45:15C-11, et seq.

C. Safety Standards

1. All equipment to be used and all work to be performed must be in full compliance with the most current revision of the ANSI Z-133 and OSHA standards for tree operations. These standards are incorporated herein, and will form a part of the contract, by reference.
2. Contractor must be able to provide a crane truck with a minimum height range of a 110'.
3. Minimum working distances from energized conductors for qualified line clearance tree workers shall follow the latest ANSI standards.
4. All aerial equipment must have up to date dielectric testing and safety inspections, demonstrating that such equipment meets all applicable testing and safety standards.
5. Only qualified line clearance arborists shall be assigned to work where an electrical hazard exists.

6. Contractor must conduct a “tail gate” safety program before the start of each workday. Documentation of all such measures shall be kept and made available for inspection at the request of the Township at any time throughout the duration of the contract

D. Liability for Damage

Any damage or injury to person or property caused by the Contractor, its agents, servants, employees or subcontractors, shall be the sole responsibility of the Contractor, at no expense to the Township. Any such damage or injury to person or property shall be addressed and remedied by the Contractor immediately, or as soon as practicable, to the satisfaction of the Township.

E. Notification to Homeowners

The Contractor shall notify all property owners whose property abuts the site of any tree removal within 48 hours of the time when the work is to be performed.

F. Discontinuance of Work

Any practice obviously hazardous to person or property, as determined by the Township, PSE&G and/or JCP&L, shall be immediately discontinued by the Contractor upon either verbal or written notice. Repeated occurrences may result in the termination of the contract.

G. Protection of Overhead Utilities

1. Pruning and/or removal operations may be required in areas where overhead electric and/or telecommunication facilities exist.
2. Contractor shall be required to use all applicable safety precautions and procedures customary in the industry for work performed near or around such facilities.
3. Contractor shall be solely responsible for any damage to electric or telecommunication facilities and shall bare the full cost of any required repairs.

H. Protection of Underground Utilities

1. Contractor shall be solely responsible for any damage to any underground electric or telecommunication facilities and shall bare the full cost of any required repairs.
2. Contractor shall be required to keep a log of all mark-out requests made through the NJ One Call System which shall be subject to review by the Township at any time (if applicable).

I. Observance of Laws, Ordinances, and Regulations

At all times during the term of the contract, the Contractor shall observe and abide by all Federal, State, County and Local laws, ordinance and/or regulations which may affect the conduct of the work and shall comply with directives of the Township or its representatives.

J. Location and Schedule of Work

1. Tree removals shall be prioritized and staged at the direction of the Township to ensure public safety. Contractor shall provide timely response and adherence to schedules, including any modifications thereto in the interests of public safety.

K. Clean-Up

1. All debris from tree/stump removals shall be cleaned up each day before crews leave work sites.
2. All lawns shall be raked; all streets, sidewalks and bikeways shall be swept of all brush, branches and debris; and all logs, branches, brush and debris shall be removed from the work site each day.
3. Work areas shall be left in a condition at least equal to that which existed prior to operations each day.
4. It is the responsibility of the Contractor, at its sole cost, to remove and properly dispose of all logs, brush, branches and debris resulting from operations unless otherwise directed.

L. Vehicular and Pedestrian Safety

1. Contractor shall be solely responsible for vehicular and pedestrian safety and control within and immediately surrounding the worksite, and shall provide all necessary warning signs, signals, devices, barricades, cones and ground personnel necessary to assure the safety and protection of persons and traffic within the area.
2. Entire blocking or closing of streets is NOT permitted. Traffic control is the responsibility of the Contractor, and shall be in compliance with all State, County and Local requirements.
3. Contractor must coordinate its work, including all proposed vehicular and pedestrian safety and control measures, with the South Brunswick Police Department's Traffic Safety Bureau, which must approve all such measures.

M. Working Procedures

1. Tree Removals
 - a. All trees shall be removed in accordance with acceptable industry standards.
 - b. Extreme care shall be taken to prevent limbs, branches and trunks from falling and causing damage to homes, automobiles, driveways, sidewalks, curbing, streets, and other property both public and private.
 - c. Stumps shall be cut within three (3) inches of grade at the time of tree removal.
 - d. Debris and logs shall not be left in public right-of-ways or on private property overnight.

2. Sidewalk and Roadway Protection

- a. Contractor shall take all reasonable precautions to prevent damage to any sidewalk and/or roadway during the course of the work performed pursuant to the contract. Any damage to either a sidewalk or roadway shall be repaired, or caused to be repaired, promptly by the Contractor, to the satisfaction of the Township.
- b. If it is determined that a sidewalk or roadway has been raised and/or damaged by a Township-owned tree, through no fault of the Contractor, the Contractor shall notify the Township so that the appropriate inspection can be performed by the Township. Thereafter the Township shall determine, in its sole discretion, what course of action to take to remediate the condition, and shall direct the Contractor on what steps to take (if any) related to said condition.

N. Subcontractors

The Contractor shall not be allowed to subcontract work unless the subcontractors are identified in the Contractor's bid proposal and the Township determines that it is in its best interest to allow use of such subcontractors. All subcontractors, if approved, must meet all standards and qualifications set forth herein.

O. Work Crew Supervision

1. The Contractor shall provide qualified supervision of all crews at all times under this contract.
2. Supervisors shall be authorized by the Contractor to accept and act upon all directives by the Township.

P. Township Supervision

1. This contract shall be under the direct supervision of the Township Director of Public Works and/or his designee. The Contractor shall be given the specific contact information for the Director and/or his designee prior to the start of the work. If the contact information should change, the Contractor shall be notified.
2. The Contractor shall provide to the Township the name, email address, office telephone and cellphone number of the person responsible for all day-to-day operations. If this contact information should change, the Contractor shall notify the Township immediately.
3. Modifications to the contract caused by field conditions, which do not materially alter the purpose of the contract, shall be made only by an agreement of the Contractor and Township. No claims for extra or additional work shall be allowed unless authorized by the Township.
4. Township Contact Information – Mike Rakes, Road Supervisor at 732-329-4000 ext. 7273.

Q. Response Time & Emergency Call-outs

1. The Contractor must respond to a specifically identified site and commence work within four (4) hours of notification for an emergency call out.
2. The Contractor must respond to a specifically identified site and commence work within two (2) weeks of notification for a non-emergency call out.
3. Additional time for response may be granted in the sole discretion of the Township if circumstances warrant and the safety of the public is not jeopardized. All such decisions shall be at the sole and absolute discretion of the Township, on a case-by-case basis, whose decision shall be final. Any grant of additional time in one instance shall not constitute a waiver of the requirements of this section for any other instances.

R. Township Work

Notwithstanding the award of this contract, nothing contained herein shall prohibit the Township Department of Public Works from performing any tree pruning and/or tree removal work using Township employees, at the sole discretion of the Township, as the need arises.

S. Bid Proposals/Award of Contract

1. **Bidders are required to submit an hourly rate for each category of work as set forth in the attached bid sheet.**
2. A two (2) year contract shall be awarded. All prices and rates submitted shall be effective for two (2) years from the date of award of the contract.

T. Payments for Tree Pruning/Removal

1. Invoice format shall include a list of all tree pruning and/or removal operations that took place during the relevant time period, the street address and specific location of each individual tree.
2. The Township will not pay for travel time for crews or equipment. Hourly rates will commence upon arrival to the job site and will end at the time of departure from the job site.

**SOUTH BRUNSWICK TOWNSHIP
AFFIRMATIVE ACTION QUESTIONNAIRE**

**SUPPLEMENT TO BID SPECIFICATIONS FOR
PROCUREMENT AND SERVICE CONTRACTS**

No firm may be issued a contract unless they comply with the Affirmative Action Regulations of P.L. 1975, C. 127 (N.J.A.C.17:27).

All firms: An employee information report must be completed and returned prior to or at the time of an award. An Affirmative Action Plan approved by the Federal Government or the State of New Jersey Treasurer is an acceptable alternate.

FILL IN THE APPLICABLE BOX BELOW. YOUR BID WILL BE ACCEPTED EVEN IF YOU ARE NOT IN COMPLIANCE AT THIS TIME. IF, HOWEVER, YOU ARE THE LOWEST RESPONSIBLE BIDDER AND HAVE NOT YET COMPLIED WITH THE AFFIRMATIVE ACTION REGULATIONS, YOU WILL BE SENT THE AFFIRMATIVE ACTION DOCUMENT FOR COMPLETION PRIOR TO AWARD. YOU MUST RETURN THE COMPLETED DOCUMENT TO US WITHIN SEVEN DAYS AFTER YOU RECEIVED SAME.

ALL FIRMS:

A FEDERAL LETTER OF APPROVAL HAS BEEN RECEIVED.(PROOF MUST BE SUBMITTED WITH BID.)

OR

A CURRENT STATE OF NEW JERSEY "CERTIFICATE OF EMPLOYEE INFORMATION REPORT OF APPROVAL" HAS BEEN RECEIVED.
(COPY OF SAME MUST BE SUBMITTED WITH BID.)

OR

AN AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA-302 MUST BE SUBMITTED, AS INDICATED ON SAID FORM.
(SOUTH BRUNSWICK TOWNSHIP WILL FORWARD YOU THIS FORM, IF YOU ARE A SUCCESSFUL BIDDER.)

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

Firm Name _____

Signature _____

Title _____

Date _____

CERTIFICATION OF CONTRACTOR

NON-CONFLICT OF INTEREST

In consideration for the contract to be entered between the Township and

_____, I hereby certify that _____

Individual or Firm

Individual or Firm

does not represent another client whose interests are in actual conflict with the Township. I

further certify that, to the best of my knowledge, the representation of other clients of

_____ will not materially limit my representation of the Township.

Individual or Firm

During the term of this contract with the Township _____ shall not

Individual or Firm

represent any client whose representation materially limits the representation of the

Township or whose interests are in actual conflict with the Township's interests.

The existence of a conflict of interest contrary to the certification above shall be a breach

of the contract. It shall also entitle the Township to expose _____ to any

Individual or Firm

penal statutes pertaining to false material certifications.

CONTRACTOR _____

Individual Signature or Firm Name

IF FIRM:

BY _____

TITLE _____

Sworn to and subscribed before me this

day of _____ 20____.

Notary Public

STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This Statement Shall Be Included with
All Bid and Proposal Submissions**

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations, partnerships, and limited liability corporations apply to all forms of business entities, including limited partnerships, limited liability partnerships, and Subchapter C and S corporations (Attorney General Opinion 02-0018, January 23, 2002 and 15-0021, May 8, 2015).

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership Limited Partnership Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific): _____

Part II

- I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

- I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below.

(Please attach additional sheets if more space is needed):

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Subscribed and sworn to before me this ____ day of _____, 20____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

Signature _____
Printed Name & Title _____

Date _____

TOWNSHIP OF SOUTH BRUNSWICK
BID PROPOSAL FORM

The undersigned bidder declares that he has read the Notice to Bidders, Instructions to Bidders and Specifications attached, that he has determined the conditions affecting the bid and agrees, if this proposal is accepted, to furnish and deliver the following:

Bid Sheet for Tree Pruning/Removal

Description	Hourly Rate
Bucket Truck Crew w/Chipper - 2 Man	\$
Emergency Call-Out for Bucket Truck Crew w/ Chipper - 2 Man	\$
Bucket Truck Only- No Chipper w/ 2 Man Crew	\$
Emergency Call-Out for Bucket Truck Only- No Chipper w/ 2 Man Crew	\$
Crane Truck (minim. 110') - 2 Man (Operator and Climber)	\$
Emergency Call-Out for Crane Truck (minim. 110') - 2 Man (Operator + Climber)	\$
Additional Rigger	\$
Additional Laborer	\$

Name of Bidder _____

Address _____

Email _____

Telephone _____

By _____ Date: _____

(Signature)

Type or Print Name and Title

Witness _____ Title _____

Please list three companies with whom your company has had business in the past year and submit with bid proposal.

REFERENCES

Name: _____

Contact Name: _____

Address: _____

Phone Number: () _____

Name: _____

Contact Name: _____

Address: _____

Phone Number: () _____

Name: _____

Contact Name: _____

Address: _____

Phone Number: () _____

TOWNSHIP OF SOUTH BRUNSWICK BID DOCUMENT CHECKLIST

Required by OWNER		Read, Signed & Submitted
<input checked="" type="checkbox"/>	Statement of Ownership Disclosure Certification	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Bid Proposal Form	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Affirmative Action Questionnaire	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Non-Conflict of Interest	<input type="checkbox"/>
<input type="checkbox"/>	Public Works Contractor Registration	<input type="checkbox"/>
<input type="checkbox"/>	Bid Guarantee (with Power of Attorney for full amount of Bid Bond)	<input type="checkbox"/>
<input type="checkbox"/>	Endorsement of Surety (with Power of Attorney for full amount of Bid Price)	<input type="checkbox"/>
		Reviewed
<input checked="" type="checkbox"/>	Business Registration Certificate	<input type="checkbox"/>
<input type="checkbox"/>	Prevailing Wage	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Americans with Disabilities Act Language (Mandatory)	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Affirmative Action Language (Mandatory)	<input type="checkbox"/>

This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation